

# **CITY COUNCIL AGENDA REPORT**

**SUBJECT: State Master Agreement between SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California and the State of California.**

**AGENDA DATE: October 7, 2008**

**PREPARED BY: Judith Hashem, Finance Director**

**APPROVED FOR AGENDA BY: Ralph G. Velez, City Manager**



**RECOMMENDATION: City Council is requested to take the following action:**

- 1. Authorize the City Manager to execute the Agreement with SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California, as approved by the State of California, Department of Technology Services, Statewide Telecommunications and Network Division, to order under State contract for CALNET 2.**

## **FISCAL IMPACT:**

The CALNET 1 contract, as it currently exists, benefits the participants with preferential reduced rates for voice and data services. The contract under CALNET 2 will be no additional cost to the City at this time. The following is a comparison of lines under the proposed CALNET contract for the City of Calexico:

29 business lines CALNET 2 @ \$8.60/line; tariff rates @ \$16.75/line  
188 Centrex lines CALNET 2 @ \$6.62/line; tariff rates @ \$14.84/line

## **BACKGROUND INFORMATION:**

The City has contracted with AT&T under their government contract through the State of California for approximately 10 years. The contract, as it currently exists, referred to as CALNET 1 allows other governmental agencies to piggyback on the State contract at reduced tariff rates. The State of California over a period of 18 months has negotiated a new contract in order to transition to the new contract CALNET 2. Some of the other agencies included in the State contract are the County of Imperial, El Centro Regional Medical Center, City of Brawley, City of Escondido, City of Carlsbad, and City of Chula Vista. CALNET 1 is expiring and will no long be offered, so any agency that does not transition to CALNET 2 will be assessed the new tariff rates in effect at that time.

Andres Vitols, Information Technology has been working with our representative from AT&T and has reviewed the documents and proposed change from CALNET

**1 to CALNET 2. CALNET 2, includes all services included in CALNET 1, however, CALNET 2 provides new innovative services to meet future requirements. MSA 1 Attachment 1 and MSA 2 Attachment 1 reflect the selected services available to the City of Calexico under the State contract. Also included is the letter to change providers, in case we had an alternate provider (in this case AT&T has been our provider under CALNET 1 for 10 years), letter for access to current provider telephone records (in this case one and the same, AT&T), and the authorization to implement slamming protection which prohibits another company from trying to change our provider.**

**With CALNET 2 we have the ability to expand to VOIP (voice over internet protocol), however there are costs involved for hardware such as servers, phones, and switches that the City is currently unable to fund. For the enhanced technologies available there will be no added fee at this time included under the contract.**

**The State contract period is a 5-year plus two 1-year extensions. Any agency contracting under the Master Agreement has a 2-year commitment and after the end of the 2-year period, the City can cancel with a 30-day notice in writing.**

**Staff recommends the City continue the contractual relationship with AT&T under the new CALNET 2 contract through the State of California, as per the Scope of Work included in the attached agreement and authorize the City Manager to execute the attached agreement.**

**DOCUMENTS ATTACHED:**

- 1. Exhibit A-2 Agreement, Amendment No. 1 and No. 2**
- 2. CALNET 2 Contract Overview**

**Agenda Item No. \_\_\_\_**

**Page \_\_\_\_ Of \_\_\_\_**

## EXHIBIT A-2

### AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 1 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

City of Calexico ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s), multiplied by the number of full months remaining in the two (2) year commitment period. If

Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.
6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s), in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
9. Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.
10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.
11. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

City of Calexico

608 Heber Avenue.

Calexico, California 92231

Attn: Ralph Velez

Contractor:

AT&T

610 Sequoia Pacific Blvd.

Sacramento, CA 95814

Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

| <b>CONTRACTOR</b>                        | <b>NON-STATE AGENCY</b>                  |
|--|--|
| By: Authorized Signature                 | By: Authorized Signature                 |
| Printed Name and Title of Person Signing | Printed Name and Title of Person Signing |
| Date Signed:                             | Date Signed:                             |

Approved By:  
Department of Technology Services,  
Statewide Telecommunications and Network Division

|  |
|--|
| By: Authorized Signature                 |
| Printed Name and Title of Person Signing |
| Date Signed:                             |

| Selected Services                   | Voice Services - Core Services Products   | Customer Initials      |
|-------------------------------------|---|------------------------|
| <input checked="" type="checkbox"/> | Bus Access Lines  |                        |
| <input checked="" type="checkbox"/> | Central Office Exchange Basic Services (Centrex)  |                        |
| <input checked="" type="checkbox"/> | Central Office Trunk Services<br>(SuperTrunk/PBX/DID)   |                        |
| <input type="checkbox"/>            | Locally Based Automatic Call Distribution (ACD)<br>(Available Option w/C2 Centrex)  |                        |
| <input type="checkbox"/>            | Interactive Voice Response (IVR)  |                        |
| <input type="checkbox"/>            | Specialized Call Routing (Call Router)  |                        |
| <input type="checkbox"/>            | Computer Telephone Integration (CTI)<br>(Compucall)   |                        |
| <input checked="" type="checkbox"/> | Voice Mail Services<br>(Available Option w/C2 Exchange Svcs)  |                        |
| Selected Services                   | Data Services - Core Services Products  | Customer Initials      |
| <input checked="" type="checkbox"/> | Data Transmission Services<br>(Analog Service, Carrier DS0 (ADN), Carrier DS1<br>(Hicap/T1), Carrier DS3)   |                        |
| Custom ATO<br>Required              | Gigabit Ethernet Metropolitan Area Network (MAN)<br>(GigaMAN, MON, OPT-E-MAN,<br>CSME, EPLS-WAN, ESS-MAN)   | Custom ATO<br>Required |
| <input checked="" type="checkbox"/> | Multi Protocol Label Switching (MPLS)<br>(AVPN, Network Based Firewall, ANIRA )   |                        |
| Custom ATO<br>Required              | Synchronous Optical Network (SONET)<br>(Point-Point SONET, Ethernet-over SONET,<br>SONET Ring ICB)  | Custom ATO<br>Required |
| <input checked="" type="checkbox"/> | ISDN (BRI)  |                        |
| <input checked="" type="checkbox"/> | ISDN (PRI)<br>(PBX/DID)   |                        |
| <input checked="" type="checkbox"/> | Switched 56/Switched Digital Services (SDS)   |                        |
| <input checked="" type="checkbox"/> | Frame Relay & ATM<br>(Managed or Non Managed)   |                        |
| <input checked="" type="checkbox"/> | Internet  |                        |
| <input checked="" type="checkbox"/> | DSL<br>Agency Hosted (DSL)  |                        |
| <input checked="" type="checkbox"/> | DSL<br>DSL Virtual Private Network<br>(AVPN, Network Based Firewall, ANIRA)   |                        |
| <input type="checkbox"/>            | Enhanced Centrex VDNA   |                        |
| Included Services                   | Other Services - Core Services Products   | Automatic Coverage     |
|                                     | IntraLata Calling (Local Usage Zone 1 - 3)<br>(Included on C2 Exchange Services)  |                        |
|                                     | Bldg. Wiring Services<br>(Automatic Service Coverage on C2 Svcs)<br>Jacks/Wiring<br>Inside Wire Repair Plan(Voice)(If subscribed to)<br>Inside Wire Repair Plan(Data)(If subscribed to) |                        |

STATE OF CALIFORNIA  
**TELECOMMUNICATIONS SERVICE REQUEST**  
(Attach additional information as needed)

1. AGENCY REQUEST NO.

2. DATE

9/9/08

|  |  |  |                          |   |                           |   |                              |  |
|--|--|--|--------------------------|---|---------------------------|---|------------------------------|--|
| <b>3. REQUEST IS FOR:</b>                                  | <input checked="" type="checkbox"/> <b>SERVICE</b>   |  |                          | <input type="checkbox"/> <b>EQUIPMENT</b> (needs a <u>Form 65</u> )   |                           | <input type="checkbox"/> <b>OTHER</b>                 |                              |  |
| <b>4. AGENCY INFORMATION</b>                               | DEPARTMENT<br><b>City of Calexico</b>  |  |                          | DIVISION, BUREAU, ETC.  |                           | PERSON TO CONTACT FOR ACCESS<br><b>760-768-2105</b>   |                              |  |
|  | E-MAIL ADDRESS   |  |                          | TELEPHONE NO.<br><b>760-768-2105</b>  |                           | FAX NO.   |                              |  |
|  | ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #s)<br><b>606 Heber Drive<br/>Calexico, CA 92231</b>   |  |                          | ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #s)<br><b>same</b>  |                           |   |                              |  |
|  | BILLING ADDRESS (Include City, Zip Code, Room #s)<br><b>same</b>   |  |                          |   |                           | C60 Account Number                                    |                              |  |
|  | TELEPHONE NUMBER(S) INVOLVED<br><b>760-768-2105</b>  |  | UTILITY PRIMARY BILL NO. |   | REQUESTED DATE OF SERVICE |   | GENERAL SERVICES AGENCY CODE |  |
|  |  |  |                          |   |                           |   |                              |  |
| <b>5. ELIGIBILITY</b>                                      | <input type="checkbox"/> <b>STATE AGENCY</b>   |  |                          | Must complete <u>Authorization to Order(ATO)</u> to obtain eligibility prior to first Form 20 request   |                           |   |                              |  |
|  |  |  |                          | <input type="checkbox"/> <b>NON-PROFIT &amp; TAX -SUPPORTED</b>   |                           |   |                              |  |
|  |  |  |                          | <input checked="" type="checkbox"/> <b>LOCAL GOVERNMENT</b> (i.e. city, county)   |                           |   |                              |  |
|  |  |  |                          | <input type="checkbox"/> <b>FEDERAL</b>   |                           |   |                              |  |
|  |  |  |                          | <input type="checkbox"/> <b>JOINT POWERS AGREEMENT</b>  |                           |   |                              |  |
| <b>6. CHECK TYPE OF REQUEST</b><br>(Describe in Section 7) | <input type="checkbox"/> <b>BUSINESS SERVICE</b><br><input type="checkbox"/> SINGLE LINE <input type="checkbox"/> KEY SYSTEM<br><input type="checkbox"/> PBX <input type="checkbox"/> TRUNKS |  |                          | <input type="checkbox"/> <b>CENTREX SERVICE</b><br><input type="checkbox"/> SINGLE LINE (s) <input type="checkbox"/> ISDN (Integrated Services Digital Network)<br><input type="checkbox"/> ACD (Automatic Call Distribution) |                           |   |                              |  |
|  |  |  |                          |   |                           |   |                              |  |
|  | <input type="checkbox"/> <b>DATA SERVICE</b>   |  |                          | <input type="checkbox"/> <b>CALNET CALLING CARD</b> (Include TD-907)  |                           | <input type="checkbox"/> <b>LONG DISTANCE SERVICE</b> |                              | <input type="checkbox"/> <b>LOCAL TOLL SERVICE</b> |
|  | <input type="checkbox"/> <b>CELLULAR TELEPHONE</b>   |  |                          | <input checked="" type="checkbox"/> <b>OTHER</b> (Please Describe)  |                           |   |                              |  |
|  | <input type="checkbox"/> <b>DGS-TD MASTER CONSULTING CONTRACT</b>  |  |                          |   |                           |   |                              |  |
| <b>7. ADDITIONAL INFORMATION</b>                           | BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed)<br><b>Currently under Calnet I</b>   |  |                          | BRIEFLY DESCRIBE SERVICE <u>REQUESTED</u> (Attach page as needed.)<br><b>Would like to transition to Calnet II</b>  |                           |   |                              |  |
|  | SERVING UTILITY  |  |                          |   |                           |   |                              |  |
|  | TOTAL COST OF REQUESTED SERVICE  |  |                          | METHOD OF ACQUISITION   |                           |   |                              |  |
|  | RECURRING  |  | NON-RECURRING            | <input type="checkbox"/> PURCHASE <input type="checkbox"/> INSTALLMENT PURCHASE<br><input type="checkbox"/> RENT <input checked="" type="checkbox"/> OTHER (Describe)   |                           |   |                              |  |
| <b>8. CATR/ATR INFORMATION</b>                             | NAME (PLEASE PRINT)<br><b>Ralph Velez</b>  |  |                          | E-MAIL ADDRESS  |                           | TELEPHONE NO.   |                              |  |
|  | ADDRESS    CITY    STATE    ZIPCODE<br><b>608 Heber Drive    Calexico    CA    92231</b>   |  |                          |   |                           | CALNET:   |                              |  |
|  |  |  |                          |   |                           | PUBLIC:<br>(    )                                     |                              |  |
|  | TITLE<br><b>City Manager</b>   |  |                          |   |                           | DATE  |                              |  |
|  | SIGNATURE "This request complies with SAM Chapter 4500, and state telecommunications policies."  |  |                          |   |                           |   |                              |  |



## LETTER OF AGENCY FOR ACCESS TO CURRENT PROVIDER TELEPHONE RECORDS

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Attention: AT&T

I have on this date entered into an agreement with AT&T Telco<sup>1</sup> and/or AT&T LD<sup>2</sup>, subsidiaries of AT&T Inc. to become our new telephone/circuit service provider. I understand and agree that AT&T Telco/and or AT&T LD is the carrier that will set the rates for our new telephone/circuit service.

Under the terms of this letter, I do hereby authorize AT&T Telco and/or AT&T LD to take the steps necessary to immediately access any and all records that are in AT&T Telco and/or AT&T LD possession, or that are provided by my current provider, or any other telephone/circuit service provider pertaining to my existing telephone and/or circuit service that are needed to discuss conversion to AT&T Telco and/or AT&T LD service. This Letter of Agency does not authorize AT&T Telco and/or AT&T LD to change my telephone/circuit service provider.

This authorization does not prevent our company from acting on its own behalf when it is necessary.

Customer indicates type of Migration by initialing in the applicable space below.

         x   **Full Migration**             **Partial Migration**

I understand and agree that for **Full Migration**, this authorization applies to the working telephone numbers and/or circuit numbers, together with related features, listed below: (Each **individual** working telephone number must be listed for a Full Migration.) For **Partial Migration**, this authorization only applies to the **individual** working telephone and/or circuit numbers, together with related features, that are listed below:

   see attached

<sup>1</sup> "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company doing business as one of the following AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc.

<sup>2</sup> "AT&T LD" means: the applicable long distance company subsidiary of AT&T Inc.: SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, or TC Systems, Inc.





If additional space is needed to list telephone and/or circuit numbers, please attach a separate page. The person signing below must initial each additional page attached to this Letter of Agency.

Subscribers selecting the electronic signature option agree: an electronic Letter of Agency shall for all legal purposes be considered a "writing"; any name or symbol of Subscriber affixed to or contained in the electronic Letter of Agency shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Letter of Agency shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency are authorized and correct. AT&T Telco and/or AT&T LD is not responsible for any incorrect information contained in an electronic Letter of Agency (including, without limitation, any failure to receive an electronic Letter of Agency), and Subscriber is bound by any electronic Letter of Agency received by AT&T Telco and/or AT&T LD unless Subscriber notifies AT&T Telco and/or AT&T LD, in writing within five (5) days of the date of the signature that the signature is in error.

Subscriber understands that the signature or electronic signature below on this Letter of Agency constitutes the Subscriber's agreement under this Letter of Agency and the applicable tariffs; the signatory must have authority to commit the Subscriber to the Letter of Agency.

I certify that I have read and understand the above Letter of Agency. I further certify that I am at least 18 years of age and authorized to grant access to the records on the telephone and/or circuit numbers listed above.

|  |  |
|--|--|
| <b>SUBSCRIBER: (Full Legal Business Name)</b><br>City of Calexico              | <b>If mailing, mail to: Rachelle Waters</b><br>101 West Broadway, Suite 370<br>San Diego, CA 92101 |
| <b>By: (Signature) (Customer completes)</b>                                    | <b>If emailing, email form to:</b><br>Rw1969@att.com   |
| <b>Print Name (Customer completes)</b>   | <b>Complete ONE of the following for identification.</b>   |
| <b>Title: (Customer completes)</b>   | <b>Customer Date of Birth (MM/DD/YYYY):</b>  |
| <b>Telephone Number of individual authorized to act on behalf of customer:</b> | <b>Customer Federal Employment Identification Number (EIN):</b>                                    |
| <b>If applicable, name of individual authorized to act for customer:</b>       | <b>Last 4 digits of Customer Social Security Number:</b>   |
| <b>Relationship to customer:</b>   | <b>Customer Mother's Maiden Name:</b>  |
| <b>Date (Customer completes)</b>   |  |

For information regarding this change please contact:





and/or AT&T LD to act as my agent to make this change happen and direct my current telecommunications carrier to work with AT&T Telco and/or AT&T LD to make the change.

By initialing here and signing below, I authorize **AT&T LD** to become my new **inter-LATA ("out-of-state", Connecticut) long distance** carrier in place of my current telecommunications carrier. I authorize AT&T Telco and/or AT&T LD to act as my agent to make this change happen and direct my current telecommunications carrier to work with AT&T Telco and/or AT&T LD to make the change.

Subscribers selecting the electronic signature option agree: an electronic Letter of Agency/Authorization shall for all legal purposes be considered a "writing;" any name or symbol of Subscriber affixed to or contained in the electronic Letter of Agency/Authorization shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Letter of Agency/Authorization shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency/Authorization printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency/Authorization are authorized and correct. AT&T Telco and/or AT&T LD is not responsible for any incorrect information contained in an electronic Letter of Agency/Authorization (including, without limitation, any failure to receive an electronic Letter of Agency/Authorization), and Subscriber is bound by any electronic Letter of Agency/Authorization received by AT&T Telco and/or AT&T LD unless Subscriber notifies AT&T Telco and/or AT&T LD, in writing within five (5) days of the date of the signature that the signature is in error.

Subscriber understands that the signature or electronic signature below on this Letter of Agency/Authorization constitutes the Subscriber's agreement under this Letter of Agency/Authorization and the applicable tariffs; the signatory must have authority to commit the Subscriber to the Letter of Agency/Authorization.

I certify that I have read and understand the above Letter of Agency/Authorization. I further certify that I am at least 18 years of age and authorized to change companies for services to the telephone numbers listed above.

I understand that I may be required to pay a one time charge per line to switch providers. If I later wish to return to my current service provider, I may be required to pay a reconnection charge to that company. I understand that by signing this document I am authorizing a change in my current telecommunication provider.

|  |   |
|--|---|
| <b>SUBSCRIBER: (Full Legal Business Name)</b><br>City of Calexico              | <b>If mailing, mail to: Rachelle Waters</b><br>101 West Broadway, #370 San Diego CA 92101 |
| <b>By: (Signature) (Customer completes)</b>                                    | <b>If emailing, email form to:</b><br>Rw1969@att.com                                      |
| <b>Print Name (Customer completes)</b>   | <b>Complete ONE of the following for identification.</b>                                  |
| <b>Title (Customer completes)</b>  | <b>Customer Date of Birth (MM/DD/YYYY):</b>   |
| <b>Telephone Number of individual authorized to act on behalf of customer:</b> | <b>Customer Federal Employment Identification Number (EIN):</b>                           |
| <b>If applicable, name of individual authorized to act for customer:</b>       | <b>Last 4 digits of Customer Social Security Number:</b>                                  |
| <b>Relationship to customer:</b>   | <b>Customer Mother's Maiden Name:</b>   |
| <b>Date (Customer completes)</b>   |   |

I understand that by signing this document I am authorizing a change in my current telecommunication provider.



For information regarding this change please contact:



**Indiana Customers Only:**

Indiana consumers have the right to file a complaint with the Consumer Affairs Division of the Indiana Utility Regulatory Commission if there is a dispute between parties.

Indiana Utility Regulatory Commission - Consumer Affairs Division  
National City Center 101 West Washington Street, Suite 1500E  
Indianapolis, IN 46204

Toll Free Complaint Line 1.800.851.4268 (Instate only)  
1.317.232.2700 (local) 1.317.232.8556 (tty/tdd)

## EXHIBIT A-2

### AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 2 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency, are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

**City of Calexico** ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s),

multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.
6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s), in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
9. Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.
10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.
11. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

City of Calexico

608 Heber Avenue.

Calexico, California 92231

Attn: Ralph Velez

Contractor:

AT&T

610 Sequoia Pacific Blvd.

Sacramento, CA 95814

Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

| <b>CONTRACTOR</b>                        | <b>NON-STATE AGENCY</b>                  |
|--|--|
| By: Authorized Signature                 | By: Authorized Signature                 |
| Printed Name and Title of Person Signing | Printed Name and Title of Person Signing |
| Date Signed:                             | Date Signed:                             |

Approved By:  
Department of Technology Services,  
Statewide Telecommunications and Network Division

|  |
|--|
| By: Authorized Signature                 |
| Printed Name and Title of Person Signing |
| Date Signed:                             |



| <b>Selected Services</b>            | <b>Long Distance - Voice Services</b>   | <b>Customer Initials</b>  |
|-------------------------------------|---|---------------------------|
| <input checked="" type="checkbox"/> | <b>Long Distance Calling Services<br/>(Includes Intralata Toll)</b>                       |                           |
| <input type="checkbox"/>            | <b>900 Services</b>   |                           |
| <input type="checkbox"/>            | <b>Automatic Call Distributor (ACD) Services</b>  |                           |
| <input type="checkbox"/>            | <b>Network Based Interactive Voice Response<br/>(IVR) Services</b>                        |                           |
| <input type="checkbox"/>            | <b>Computer Telephone Integration<br/>(CTI) for Network Based ACD</b>                     |                           |
| <input type="checkbox"/>            | <b>Toll Free Services</b>   |                           |
| <input type="checkbox"/>            | <b>International Toll Free Services</b>   |                           |
| <input type="checkbox"/>            | <b>Calling Card Services</b>  |                           |
| <input type="checkbox"/>            | <b>Pre-Paid Calling Services</b>  |                           |
| <input type="checkbox"/>            | <b>Network Audio Conferencing Service</b>   |                           |
| <input type="checkbox"/>            | <b>Network Conferencing<br/>(Web Conferencing)</b>  |                           |
| <b>Included Services</b>            | <b>Other Services - Long Distance Voice<br/>Services</b>                                  | <b>Automatic Coverage</b> |
|                                     | <b>Bldg. Wiring Services<br/>(Automatic Service Coverage on C2 Svcs)<br/>Jacks/Wiring</b> |                           |



**LETTER OF AGENCY – SLAMMING PROTECTION  
AUTHORIZATION TO IMPLEMENT  
PREFERRED TELECOMMUNICATIONS UTILITY SLAMMING PROTECTION  
BUSINESS CUSTOMERS**

Customer Billing Name: **City of Calexico**  
[Customer Billing Name]

Telephone No: **760-768-2105**  
[Customer's Telephone Number]

Service Address: **608 Heber Avenue**  
[Service Address Line 1]

Billing Address: **608 Heber Avenue**  
[Billing Address Line 1]

[Service Address Line 2]

[Billing Address Line 2]

**Calexico, CA 92231**  
[City, State and Zip Code]

**Calexico, CA 92231**  
[City, State and Zip Code]

By signing this form, you are requesting that **AT&T** place Slamming protection on your local toll and/or long distance service(s). While this slamming protection is in place, no changes will be made to your telecommunications service providers(s). The purpose of slamming protection is to deter "slamming" (the switching of your telephone service to a carrier without your authorization). You may lift the slamming protection at any time by calling **AT&T** at 800-631-5050 or by sending a  
[AT&T Business Office Telephone Number]

written request to **AT&T** at **rw1969@att.com**.  
[AT&T Sales personnel business address]

Your written request should be signed and dated and should include a statement that you wish the slamming protection to be lifted. It should also include your service address (and mailing address if different), a listing of the telephone numbers affected, and the services covered by the slamming protection (local toll and/or long distance service(s)). After the slamming protection is lifted, you may request a change to a new telecommunications service provider. Separate procedures for verification of your request to change your telecommunications service provider will apply at the time, in accordance with state or federal law.

You may add or lift slamming protection at any time at no charge.

Please complete the following for each service for which you are requesting slamming protection for:

1. ☒ I authorize **AT&T** to implement slamming protection for the telephone number(s) listed below for **local toll service**.

\_\_\_\_\_  
Current Preferred Local Toll Company

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2. ☒ I authorize **AT&T** to implement slamming protection for the telephone number(s) listed below for **long distance service**.

\_\_\_\_\_  
Current Preferred Long Distance Company

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The numbers listed below represent the billing telephone number(s) which will have Slamming Protection as specified above. This change applies to all working telephone numbers associated with the billing telephone numbers shown below, unless stated otherwise or unless you notify us otherwise. If more space is needed, please attach a separate list. The person signing below must initial each additional page.

Telephone numbers to be changed:

See Attached

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I certify that I have read and understand this Protection Letter. I further certify that I am at least eighteen years of age, and that I am authorized to change companies for services to the telephone numbers listed above.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized Name (PRINT): \_\_\_\_\_

Company Billing Name (For businesses only): \_\_\_\_\_

Company Billing Address: \_\_\_\_\_

Telephone number of individual authorized to make this change(s): \_\_\_\_\_

**For Administrative Purposes Only:**

Mail to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or FAX to: \_\_\_\_\_

**OTHER  
INFORMATION**

## California Awards Statewide Telecommunications Contracts

Feb 7, 2007, News Report

The California Department of Technology Services and the California Department of General Services today announced the award of four statewide contracts for telecommunications services worth an estimated \$350 million annually to AT&T Global Services and Verizon Business. The competitively bid statewide contracts, better known collectively as CALNET II, will provide telecommunications services to state and local government agencies over the next five years, with an option of two additional one-year extensions, and is expected to provide an overall 10 percent cost savings to CALNET customers.

"CALNET II offers our customers a greater choice in services -- including traditional and emerging technologies, stronger terms and conditions, and enhanced service-level agreements that guarantee a higher quality of service," said P.K. Agarwal, director, Department of Technology Services.

CALNET II differs from the current CALNET contract in that it provides customers with four distinct service contracts (formerly referred to as service modules) to choose from to meet a range of telecommunications business needs -- traditional voice and data core services, voice long-distance services, network based Internet Protocol (IP) services, and broadband fixed wireless access services. This multiple contract procurement structure allowed vendors to concentrate in their areas of core expertise.

AT&T won the bid for the traditional voice and long-distance contracts and Verizon won the bid for the IP services and the fixed wireless services contracts. Secretary Rosario Marin, State and Consumer Services Agency, said "The state looks forward to partnering with AT&T and Verizon. Both companies have extensive experience providing statewide telecommunications services and offer innovative, cost effective solutions that will reduce the overall telecommunications costs for our state and local government customers."

CALNET serves approximately 160 state and 2,000 local government agencies statewide.

"The CALNET II procurement provided all telecommunications vendors the opportunity to compete for the state's telecommunications business and continues to offer that opportunity, because CALNET II is a non-exclusive contract," said Will Bush, interim director, Department of General Services.

The new contracts are structured to create continuous downward pressure on pricing with non-exclusivity and individual price reduction provisions -- fostering a competitive environment throughout the term of each contract.

The Department of Technology Services will hold a CALNET Transition Information Forum on March 8, 2007, to provide customers with information on the new contracts and the transition process. [Additional transition information can be found online.](#)

# **CALNET to CALNET 2**

## **CALNET**

- One RFP/ One Contract
- Co-Prime (MCI/Verizon and AT&T)
- All services
- 7yrs +3
- ICB for limited products
- CMAC
- SIBS

## **CALNET 2**

- Multiple Modules/ 4 Contracts
- Potential for 4 Primes
- 4 Modules/ MSAs
- 1) All local Core and LD Data (AT&T)
- 2) LD Voice and Call Center (AT&T)
- 3) VOIP (Verizon)
- 4) Fixed Wireless (Verizon)
- 5 yrs +2
- ICB and IPR potential for all
- CMAC
- ACUS



# **CALNET to CALNET 2**

**CALNET 2 provides continued coverage for your existing services..**

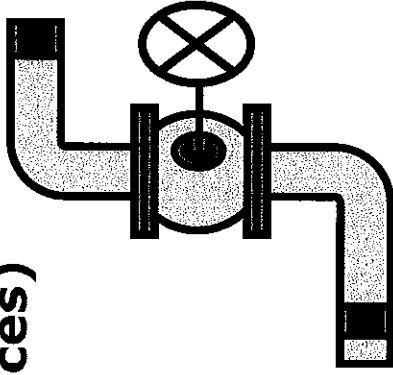
**...while providing new, innovative services to meet your future requirements**



# New Products and Services Like...

## MSA 1

- High Speed Optical Services (Enhancements and Additional Services)



## • Enhanced Data Services

- MPLS (AVPN)
- Remote VPN (Anira)
- Interlata Data Services

## • Internet Services

## • Unified Messaging

## • Enhanced Centrex Features

## MSA 2

- Enhanced Toll Free
- Long Distance Voice
- Audio Conferencing
- Net Conferencing
- Complete Suite of Call Center Capabilities

- ACD
- IVR

<https://ebiznet.sbc.com/calnetinfoii/>





# **Term Commitment**

- State Master Agreement
  - 5 years plus two 1-year extension options
- CALNET 2 ATO
  - 2 year commitment period from effective date
    - Not beyond term of Master Agreement
  - After 2 yr period, ATO remains in effect through end of Contract unless terminated by Agency
  - 30 day notice of cancellation required in writing



## **Resources**

**[CALNETII-Info.com](http://CALNETII-Info.com)**

**CMAC: 800-303-0103**

**Customer Sales & Support Center:**

**877-9-CALNET, (877-922-5638)**

**[calnet.ca.gov](http://calnet.ca.gov) (select AT&T)**

**AT&T Account Management Team**

